

**INTERLOCAL AGREEMENT
BETWEEN LEWIS COUNTY AND GRAYS HARBOR COUNTY
REGARDING US ARMY CORPS OF ENGINEERS
CHEHALIS BASIN
ECOSYSTEM RESTORATION AND FLOOD RISK MANAGEMENT PROJECT**

THIS AGREEMENT is made by and entered into between GRAYS HARBOR COUNTY and LEWIS COUNTY, both political subdivisions of the State of Washington. This Agreement is entered into pursuant to the Interlocal Cooperation Act, RCW Chapter 39.34.

1. PURPOSE: It is the purpose of this Agreement between Lewis County and Grays Harbor County to address the joint participation of the two counties with respect to the US Army Corps of Engineers (Corps) General Investigation/ Chehalis Basin Ecosystem Restoration and Flood Risk Management Project (GI Study). The study was authorized by United States house resolution 2581 and began in 2000 as a single-purpose ecosystem restoration study with incidental flood damage reduction benefits. Recently, flood risk management was added as a co-equal focus along with ecosystem restoration, for identification of potential flood risk damage reduction projects within the Chehalis River Basin.

This Agreement is intended to establish, by mutual agreement, the decision-making and other processes under which Grays Harbor County, acting as the non-federal local sponsor of the GI Study and fiscal agent for the Chehalis River Basin Partnership (Partnership), and Lewis County, acting as the fiscal agent for the Chehalis River Basin Flood Authority (Flood Authority) will jointly cooperate in development, review and approval of the PMP and in future phases, including cost-sharing agreements, and recommendation(s) to Congress to authorize and construct the recommended plan.

2. RECITALS:

WHEREAS, the US Army Corps of Engineers is undertaking a General Investigation/ Chehalis Basin Ecosystem Restoration and Flood Risk Management Project authorized by United States house resolution 2581 and began in 2000 as a single-purpose ecosystem restoration study with incidental flood damage reduction benefits in cooperation with the Chehalis River Basin Partnership and Grays Harbor County, acting as the fiscal agent for the Partnership; and

WHEREAS, flood damage reduction was recently added as a co-equal focus within the GI study, along with ecosystem restoration, for identification of potential flood risk damage reduction projects within the Chehalis River Basin; and

WHEREAS, Grays Harbor County is the fiscal agent for the Chehalis Basin Partnership which has been actively participating in development of the ecosystem restoration portion of the GI Study, and Lewis County is the fiscal agent for the Chehalis River Basin Flood Authority, which will be involved with development of potential flood risk damage reduction projects to be included in the GI Study; and

WHEREAS, the Corps only recognizes one non-federal local sponsor and Grays Harbor County is identified as the non-federal local sponsor for the basin-wide GI study; and

WHEREAS, the parties hereto recognize the need to fully cooperate with respect to the Chehalis Basin Ecosystem Restoration and Flood Risk Management Project commenced by the US Army Corps of Engineers as authorized by United States house resolution 2581 so that both facets of the study – ecosystem restoration and flood risk damage reduction – are appropriately addressed to meet the needs of both the Chehalis Partnership and the Flood Authority; and

3. AGREEMENTS:

WHEREAS, the undersigned signatories of this Agreement are duly authorized to enter into the same by properly adopted resolutions, **NOW THEREFORE**

IN CONSIDERATION of the foregoing recitals and the mutual agreements and covenants herein contained, the parties agree as follows:

3.1. AUTHORITY AND RESPONSIBILITY:

The parties to this Agreement have and possess the authority and responsibility to act as fiscal agents: Grays Harbor County as fiscal agent for the Chehalis River Basin Partnership; and, Lewis County as fiscal agent for the Chehalis River Basin Flood Authority.

3.2. DEFINITIONS:

For the purpose of this Agreement, the following definitions shall apply:

3.3. PROJECT MANAGEMENT PLAN:

3.3.1 Responsibility and Authority. Lewis County shall have authority and responsibility equal to Grays Harbor County as the GI Study non-federal local sponsor, in all manner when working with the Corps in the development of the GI Study Project Management Plan, including any and all phases of development, review, implementation of the same, and similarly in any and all future phases and agreements, and manner of representation.

3.3.2 Approval to act. Grays Harbor shall not act in any regard concerning recommendations, approvals, adoptions, plan implementation, cost-sharing, funding commitments, or in any other manner as the local non-federal sponsor of the GI Study, consistent with the purpose and intent of this Agreement, without the express written consent and approval of Lewis County and each of the members of the Flood Authority.

3.3.3 Mutual sharing of information and documents. Any and all information, documents and correspondence received by Grays Harbor County related to the PMP and GI Study shall at once be copied and/or sent directly to Lewis County; and, any and all information, documents and correspondence related to the PMP and GI Study received by Lewis County shall at once be copied and/or sent directly to Grays Harbor County.

3.3.4 Mutual participation. Grays Harbor County and Lewis County agree that mutual and open discussion and participation in the PMP and GI Study is mutually beneficial and imperative. Therefore, Grays Harbor and Lewis Counties agree that neither party shall hold or participate in any meeting regarding the GI Study or PMP unless both parties are provided written advanced notice of such meeting(s) at least five (5) working days in advance of the meeting(s), and have been invited to attend as an equal participant. However, there is no obligation for either party to attend any such meeting following such notice.

4. DURATION:

This Agreement shall commence on the date signed by all parties and will continue in effect for five (5) years.

5. REVIEW AND RENEGOTIATION; RENEWAL OF AGREEMENT:

Any Party may request a review and/or renegotiation of any provision of the Agreement during a six-month period immediately preceding the fifth anniversary of this Agreement. Such request must be made in writing to the other Party and must specify the provision(s) of this Agreement for which review/renegotiation(s) are requested. By mutual written consent, this Agreement may be renewed without review or revision for an additional five (5) year time-period not to exceed the date on which the GI Study has been completed.

6. TERMINATION:

This Agreement may be terminated by any Party, by written notice to the other Party no less than ninety (90) days in advance of such date. The Parties agree that: 1) termination will not release a terminating Party from any financial responsibility to the extent a financial responsibility continues to exist pursuant to the contractual provisions of this Agreement and/or the GI Study and/or PMP; and, 2) if this Agreement is terminated, neither Party may bind the other Party financially or otherwise pursuant to the GI Study or accompanying PMP.

7. WAIVER:

No waiver by any of the Parties of any term or condition of this Agreement shall be deemed or construed to construe a waiver of any other term or condition or of any subsequent breach whether of the same or different provision of this Agreement.

8. ENTIRE AGREEMENT:

This Agreement, including the Recitals and all subsequent attachments and addendums, constitutes the entire Agreement between the Parties and shall be governed by the laws of the State of Washington. There are no other oral or written agreements or understanding between the Parties as to the subject matter contained herein. The venue for any action of law, suit in equity and judicial proceeding for the enforcement of this Agreement shall be instituted and maintained in the courts of competent jurisdiction in Washington State.

9. SEVERABILITY:

Any provision(s) of this Agreement that is determined to be illegal, invalid or unenforceable for any reason shall be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement.

10. DISPUTE RESOLUTION:

Lewis County and Grays Harbor County agree that if a formal disagreement arises between the parties as to the application, affect or interpretation of this Agreement which cannot be reasonably resolved between the parties, they may first refer the matter to mediation, as may be agreed between the parties.

11. AMENDMENTS TO THIS AGEEMENT:

Amendments to any provision of this Agreement may be requested by either Party at any time. Proposed amendments must be presented in writing in strikethrough and underline format, and any amendment must approved by both Parties by their signatures thereon, and subsequently attached to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, 2010.

**GRAYS HARBOR, WASHINGTON
BOARD OF COMMISSIONERS**

**LEWIS COUNTY, WASHINGTON
BOARD OF COMMISSIONERS**

Chair

Chair

Member

Member

Member

Member